

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**BELLEVILLE TOWNSHIP HIGH SCHOOLS EAST AND WEST,  
DISTRICT 201**

**AND**

**BELLEVILLE HIGH SCHOOL FEDERATION OF TEACHERS,  
LOCAL 434 OF THE AMERICAN FEDERATION OF TEACHERS**

**2019-2020**

**2020-2021**

**2021-2022**

**2022-2023**

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## **ARTICLE I**

### **PREAMBLE**

Agreement made this July 1, 2019, by and between the Board of Education of Belleville Township High Schools East and West, District 201, hereinafter called the “Board,” and the Federation of Teachers, Local 434 of the American Federation of Teachers, hereinafter called the “Union;”

**WHEREAS**, the Board and the Union believe in the importance of schools as an agency for the preservation and extension of our democracy; and

**WHEREAS**, it is the mutual responsibility of all members of the Belleville Township High Schools to ensure that good order and discipline are maintained throughout the system and that the administration and classroom teacher are fully supported in all reasonable measures taken by them to maintain and effectuate good order and discipline in the classroom within the framework of the School Policy; and

**WHEREAS**, the success of the educational program is dependent upon the knowledge, skill and creative ability of teachers; and

**WHEREAS**, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board, which is responsible for the operation of the schools; and

**WHEREAS**, the parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with teacher representatives on matters of common concern and for providing orderly channels for appeal should differences not be resolved; and

**WHEREAS**, the parties desire to incorporate their agreement and certain other matters into a formal contract, and believe that such action is in the best interests of the community, children, school system, teachers and the Board;

**THEREFORE, the parties agree as follows:**



**ARTICLE II**  
**RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative for teachers in District 201 below the rank of Assistant Principals.

**ARTICLE III**  
**INFORMATION AND MEETINGS**

3.1 Information

3.1.1 Negotiations

The Board shall make available to the Union, upon reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

3.1.2 State, Federal and Local Funds

All information regarding funds -- federal, state or local -- received by, available to or anticipated by District 201 shall be made available to the President of the Union upon request.

3.1.3 Financial Records

The Union President, or his representative, shall have access to the financial records of the School District upon mutual agreement with the Secretary of the Board.

3.1.4 Board Agenda and Supplemental Materials

A copy of the public agenda and all supplemental information of the regular Board meeting shall be sent via email to the Union President prior to the meeting and mailed during the summer to the Union President. The Union President shall be advised as soon as possible of all meetings of the Board.

3.1.5 School Board Minutes

All School Board minutes shall be emailed to the President of the Union as soon as they are legally approved by Board action. A printed copy of minutes shall also be

placed in the mailbox of the Union President, emailed, or mailed during the summer to the Union President.

## 3.2 Meetings

### 3.2.1 Meeting with Superintendent

The Superintendent will meet at least once a month with representatives of the Union, at the request of either party, to discuss matters of educational policy and development, as well as matters relating to the implementation of this Agreement.

### 3.2.2 Meeting with Building Principal

The Principal at either school, East or West, will meet at least once a month with the Union representatives, at the request of either party, to discuss school operation and questions relating to implementation of this Agreement.

### 3.2.3 Meeting with Board

In order to eliminate misunderstanding and to assure smooth operation of this Agreement, at the request of either party, two (2) meetings per year shall be held between the Union and the Board. Said meetings shall take place within two (2) weeks after notification or request.

The Board, through its designated representatives, shall meet upon request of either party with the Union, through its designated representative, for the purpose of discussing school policies and problems relating to the implementation of this Agreement.

### 3.2.4 Meeting on School Policy Matters

The Superintendent and administrative staff officers shall be designated to represent the Board in all such discussions, and the following procedure shall apply:

#### 3.2.4.1 Procedure

Formal inquiries from the Union or request for special meetings shall be directed to the Superintendent;

Official replies shall be made by the Superintendent, or his designated agent, to all requests and/or reports made by the Union within a three (3) week period;

Depending on the nature of the problem, the Superintendent, or an administrative agent designated by him, shall meet with the Union;

Following final agreement between the Union and Superintendent, or his representative, on matters that affect policy decisions, the Superintendent shall present the agreement as a recommendation to the Board;

In the event the Superintendent, or his designated representative, and the Union are unable to resolve their differences on any policy matter, they shall present separate written or oral reports to the Board, which reports shall contain the points of agreement and disagreement. A Conference Committee composed of the Superintendent, Union representative and the Board members shall be established for the purpose of reaching an understanding; and

The Conference Committee will submit a written report to the full Board. This report will be read at the next regular Board meeting.

### 3.3 Discipline Committee

During the term of this Agreement, if discipline problems of sufficient magnitude develop on campus from time to time, then upon request of either party hereto, a joint committee shall be formed within ten (10) days of the request to study the problem and make recommendations to the Principal for its alleviation. The committee shall consist of at least three (3) members from each party, shall be by campus, and shall terminate upon resolution of the particular problem for which it was organized.

### 3.4 Curriculum Committee

The school will implement curriculum development on the basis that participants are compensated for the extra assignments in this area and released time participation will be reduced to a minimum. The administration may consider after-school assignments or summer school assignments for this work.

### 3.5 Safety Team

The Board and the Union agree to jointly develop and maintain a Safety Team for District 201. \$2000 should be designated per campus for stipends to be divided between the safety team leaders.

3.6 Release Time

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or negotiations at the Central or Superintendent's office, they shall suffer no loss in pay; and substitutes shall be provided.

3.7 Right of Representation

When an employee is required to appear before the administration or the Board of Education and the employee reasonably believes the results of the meeting could result in disciplinary action, the employee shall be entitled to have a Union representative present, if one is requested. Specifically excluded from the right of representation are formal evaluation conferences and scheduled conferences with unrepresented parents of students. When Union representation is requested by the teacher, the administration will schedule the meeting when both the teacher and a representative can be present.

3.8 Work Affirmatively

The Union and the Board agree to continue to work affirmatively in implementing their mutual objectives according to this Agreement.

3.9 Union Responsibility

The Union agrees, in accordance with its constitution, to continue to admit all teachers to membership and to represent equally all teachers without regard to membership or participation in or association with activities of any teachers' organizations.

3.10 Non-Discrimination

No member of the faculty shall be discriminated against because of membership or non-membership in the Union.

3.11 Evaluation Plan

The Board and the Union will comply with the Illinois School Code, 105 ILCS 5/24A and Part 50 of the Administrative Rules to develop a new evaluation plan. The Board and the Union agree that evaluations conducted under this new plan shall not be used for any purpose beyond the scope/intent of the current statutes.

## ARTICLE IV

### NEGOTIATION PROCEDURES

#### 4.1 Board Negotiating Team

The Board Negotiating Committee shall consist of no more than seven (7) people, one (1) of whom shall be a Board member.

#### 4.2 Union Negotiating Team

The Union Negotiating Committee shall consist of no more than seven (7) people, one (1) of whom shall be the Union President.

#### 4.3 Good Faith Bargaining

The Board and Union agree to follow fair practices in bargaining and continue to bargain until all points are clarified and settled.

## ARTICLE V

### TEACHER WORKING CONDITIONS

#### 5.1. School Day

##### 5.1.1 Purpose

Teachers shall use the school day for:

- 1) Planning, preparing and executing their assignments;
- 2) Teaching and/or assisting pupils daily using approved curriculum;
- 3) Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans;
- 4) Reporting their evaluation of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year;
- 5) Providing conference time with students and parents;

- 6) Assuming other responsibilities for the education, health, safety and welfare of students; and
- 7) Providing professional service to the school and community for the purpose of assisting and aiding in the development and implementation of quality education in the Belleville Township High Schools in District 201.

## 5.2 Teachers Split Between Campuses

Teachers having teaching assignments on both campuses during the regular school day shall have no more meetings, evaluations, conferences, or other professional obligations than teachers having all teaching assignments on a single campus. In addition, split teachers shall be evaluated by no more administrators or Department chairpersons than non-split teachers. Evaluation should be conducted on the campus where the employee has the majority of his/her teaching assignments.

## 5.3 Professional Compartment

The union and the administration witness a high degree of professionalism in licensed staff. As professionals, teachers recognize their obligation to be available often for students and others before and/or after school hours. They also understand the importance of checking voicemail and e-mail messages regularly and responding to those in a timely fashion. Likewise, teachers recognize their professional obligation to provide hallway supervision of students as time allows.

Reporting student performance is also an important professional duty. Teachers are to record student grades regularly in the District's electronic grading system in a timely fashion. Grades should generally be updated in the system within two weeks after an assignment is completed. Department chairpersons may notify teachers when there are concerns regarding grade posting.

Teachers shall use resources in an appropriate and professional manner; further, teachers will acknowledge in writing that they have received a copy of school board policy 6:235, Access to Electronic Networks.

## 5.4 Teachers' Meetings

All tenured teachers shall not be required to attend more than two (2) meetings per month called by the Superintendent, Principal or Department chairpersons. Teachers will be urged by the Union to cooperate with the administration if more meetings are necessary. Meetings in addition to the two (2) required shall not extend more than twenty (20) minutes beyond the call to order.

#### 5.4.1 Open House

The District can hold one Open House (OH) on each campus each school year. The length of times for the OH will be approximately one hour and forty (100) minutes. Early dismissals (totaling 100 minutes) on days agreed upon by the Union and the Administration will compensate for the time spent at OH.

Should a teacher be continuing his/her professional education in an evening college course for which he/she would receive a grade reduction because of an absence due to attending OH, the principal of the school will communicate with the course instructor to intervene on the teacher's behalf so there will be no reduction in grade. If the absence would still result in a reduction of grade, the teacher will attend as much OH as possible and be released the rest of the time with no penalty or reduction in pay as long as the teacher makes up any missed time by staying on campus at times agreed to by the teacher and principal, or personal leave time may be used if requested by the teacher and granted by the Administration. Failure to do so may result in a reduction in salary (docked) but no other penalty.

#### 5.4.2 Parent/Teacher Conferences

Teachers will be required to participate in and attend Parent/Teacher Conferences (PTC) once per semester. Conferences will be held on two evenings. The first PTC will be scheduled no earlier than one and one-half hours after dismissal time, and no conferences will be scheduled later than 8:30 p.m.

The amount of time teachers are required to be in attendance for each PTC evening shall be equal to ½ the amount of time required for a regular school day. PTC will be in addition to Teachers' Meetings (see 5.4) in the Collective Bargaining Agreement.

Should a teacher be continuing his/her professional education in an evening college course for which he/she would receive a grade reduction because of an absence due to attending PTC, the principal of the school will communicate with the course instructor to intervene on the teacher's behalf so there will be no reduction in grade. If the absence would still result in a reduction of grade, the teacher will be released from PTC with no penalty or reduction in pay as long as the teacher makes up any missed time by staying on campus at times agreed to by the teacher and principal, or personal leave time may be used if requested by the teacher and granted by the Administration. Failure to do so may result in a reduction in salary (docked) but no other penalty. Co-curricular practices/rehearsals shall not be scheduled during parent teacher conferences.

## 5.5. Clock Hours

### 5.5.1 School Day

All teachers shall be available for a regular school day of seven (7) periods. During the term of this agreement, at the request of either party, the contract will be opened only for discussion and consideration of modification of the definition of the regular school day.

### 5.5.2 Duty-Free Lunch and Planning Period

Teachers shall have a duty-free lunch period of thirty (30) minutes, and classroom teachers shall have one (1) continuous period for planning and consultation. (An exception may be made on the continuous period with the consent of the teachers.)

### 5.5.3 Extra-service Assignments

Extra-service assignments (with the exception of cafeteria duty) of twenty-five (25) minutes per day on alternate quarters may be assigned to staff members by the respective Principals. The Union President will not be asked to take hall duty supervision during his/her term of office. Department Chairpersons will not be asked to take hall duty supervision. Staff members may volunteer for cafeteria duty assignment in lieu of other extra-service assignment. Those staff members who volunteer for cafeteria duty will receive a Type A meal at no cost during their regular lunch periods during this assignment. Teachers who are paid at the summer school hourly rate for additional work will be assigned hall duty or (an) extra-service assignment(s) or may waive their hourly pay in exchange for exemption from hall duty or extra-service assignment. Guidelines for extra duty assignments shall be recommended annually to the Principal by a committee on each campus, which shall be composed of Building Administrator(s), the Campus Building Representative, and other staff members. This committee will meet at least twice per school year to determine which, if any, persons should receive releases from duty. The composition of the committees on each campus will be as uniform as possible. Any faculty or staff member who is subject to the extra service of hall duty and is a current, unpaid sponsor of a co-curricular activity may seek a release from duty by submitting a District-approved request form to the committee by a deadline to be published annually. On this form, sponsors should provide detailed information about their duties as unpaid, co-curricular sponsors, including time typically spent and tasks usually completed. In addition, teachers not administering a final exam during their official class time shall instead perform hall duty.



5.5.4 Work Day – Counselors, Social Workers, Librarians, and Nurses

Counselors, Librarians, Social Workers and Nurses shall work a seven and one-half (7 1/2) hour day. Hours shall be either from 8:00 a.m. to 3:30 p.m. or 8:30 a.m. to 4:00 p.m. These work times shall be assigned at the discretion of the Building Principal except that, on each campus, at least one Social Worker will work 8:00 am to 3:30 pm and at least one Social Worker will work 8:30 am to 4:00 pm. Counselors, Social Workers and Nurses shall take lunch time so that one of each will be available in their office areas during all hours of the day.

5.6. Personnel File

A teacher's personnel file shall be open to inspection by the teacher in the presence of the Superintendent or his designated representative, except those parts of the file that are confidential, such as references from a college or placement bureau and/or letters of recommendation to or from other schools. No official report or any derogatory statement about a teacher shall be filed by an administrator unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to the report or statement in writing. Such a response shall be attached to and filed with the report or statement in the teacher's official personnel file.

5.7 Assignment to Summer School and Night School

The summer and night school positions will be posted in accordance with Article 5.17. The Board shall fill summer school and night school positions in accordance with the Illinois School Code, 105 ILCS 5/24-1.5.

5.8 New Teacher Assistance

Special attention, assistance and guidance in classroom techniques shall be provided every new teacher through the administrators and the Department Heads.

The Board and Union agree to jointly develop, implement, fund and maintain a Mentoring Program for new teachers. The Union, in conjunction with the Board, will be responsible for overseeing the program. The mentors will be paid a stipend up to \$400.00 per full school year (Union will pay half pending approval by union). Each teacher new to District 201 will be assigned a mentor teacher. Teachers with prior teaching experience will not be expected to participate as fully as those new to the profession. The mentors will be selected and assigned by the Union and the Board using an application process mutually agreed upon.

5.9 Sixth (6<sup>th</sup>) Assignments

The assigning of 6th hour classes shall be made as equal as possible among the various departments. Department Chairpersons and the Union representative shall be consulted before assignments are made.

5.10 Department Chairperson Assignments

On an annual basis, Department Chairpersons shall be evaluated and recommended by the principal, and then recommended to the Board of Education by the Superintendent.

5.11 Job Descriptions

The Superintendent and Principals shall prepare job descriptions for all positions, administrative included, which affect teachers. The job descriptions shall have a clear definition of the responsibilities and qualifications. These descriptions shall be available to the teachers and other members of the staff.

5.12 Teacher Assignments

Teachers are to be assigned to positions for which they qualify as specified by State Board of Education rules.

5.13 Selection of Textbooks

Teachers shall participate in the selection of books, which shall be coordinated between schools.

5.14 Teacher Support – Psychological and Social Work

Pupils who are emotionally disturbed and pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early support in the form of psychological and social work assistance.

5.15 Duplication Assistance

Adequate typing assistance for tests, reading lists, etc., will be supplied.

5.16 Co-curricular Assignments

The Superintendent and/or Principals and/or ADs, in collaboration with the Union, shall prepare and update as necessary, a job description for each co-curricular position. These job descriptions shall list the “minimum” qualifications required to be considered for the

position. Each job description shall be available to all staff. The AD or staff member responsible for supervising the position will assist the Administration in determining whether an applicant, internal or external, meets the written qualifications necessary to be given consideration for the position.

All co-curricular positions needing filled will be advertised to both staff and non-staff at the same time. After the Board advertises the position, staff and non-staff applicants may apply for any co-curricular position at the same time. Any staff member that applies for a co-curricular position and meets the “minimum” requirements listed in the job description shall be given an interview.

The Board of Education shall make the final decision on which applicants (internal or external) will be awarded the position.

#### 5.17 Vacancy Notices

During the school year, teaching and co-curricular positions that are newly created or positions the District decides to fill after a position becomes open because of resignation, death, retirement, or failure to reappoint will be publicized to the licensed staff. All qualified staff may make written application for such vacancies. If the Board chooses to fill a vacant position, notice shall be delivered electronically to each teacher’s school email account at least seven (7) calendar days before the vacancy is filled. When school is not in session a notification to check their school email will be sent via School Reach. The Board may choose to fill the position with a long term substitute if the vacancy occurs after the first day of the school year. The position will be posted again for the following year if the district chooses to maintain the position. The seven (7) calendar day period may be shortened by mutual agreement of the Superintendent or his/her designee and the Union President. The Union President shall be notified of all vacancies including any newly created positions which occur during the summer months.

The Board shall fill all vacancies in accordance with the Illinois School Code, 105 ILCS 5-24-1.5.

#### 5.18 Interventions

Unless the teacher voluntarily agrees, ongoing health intervention (the administration of prescription medicine, suctioning, catheterization, and tube feeding - inclusively) shall not be the responsibility of the teacher. Training shall be provided to those teachers who wish to accept these responsibilities. Unless the teacher agrees, diapering shall not be the responsibility of the teacher.

## 5.19 Union Leave

### 5.19.1 Union Business

Up to fifteen (15) days may be used by the Union for Union business. No more than four (4) teachers may use Union leave on the same day. The Union will reimburse the District \$100.00 for each full day per teacher used for Union business. The Union will notify the appropriate principal at least forty eight (48) hours in advance of the day(s) requested.

### 5.19.2 Union President Leave

The Union President, by agreement with the Superintendent, may be allowed two (2) days in any one (1) school year to take care of matters that are mutually beneficial to the District and the Union. Any additional time shall be at the expense of the Union.

## 5.20 Care of School Property

Teachers shall be expected to provide normal care of instructional school equipment. However, they shall not be expected to do major repair or replacement work on equipment or projects.

Teachers shall report accidents involving students and/or school property to the Principal as soon as possible.

## **ARTICLE VI**

### **UNION RIGHTS**

#### 6.1 Discipline Procedure

Discipline is the responsibility of all teaching personnel of the school. Within the framework of the Discipline Policy of the Board, a consistent and reasonable discipline procedure shall be established by the Principal, Assistant Principal and faculty.

#### 6.2 Assault and Battery

All cases of assault and/or battery suffered by teachers in connection with their employment shall be reported to the Principal. If the employee suffered an injury due to the assault, the teacher will have the right to file a claim with the District's worker's compensation insurance carrier.

The district shall provide payment for medical expenses related to the incident not covered by the District's Worker's Compensation Program or the teacher's major medical insurance plan, including co-pays and deductibles for the teacher so assaulted.

6.3 Student Suspension

A child who assaults a teacher shall be suspended from school in accordance with the Rules of the Illinois State Board of Education.

6.4 Student Discipline Committee

A joint committee of teachers and administrators has been formed to meet on an on-going basis to recommend to the Board a District policy of discipline. This committee does not replace campus discipline committees.

6.5 Class Size

The Board and the Union agree to strive to have class sizes which promote high quality teaching and learning. The size of classes shall be determined by the Principal after consultation with the Department Chairpersons. However, class size will conform to State mandates recommendations. Within the same campus or school, no teacher shall have a single class size of more than 125% of the average enrollment of students for that course. Exceptions may be made with the approval of the Union. The District will provide the Union President with enrollment figures upon request. Throughout the scheduling process, the Department Chairpersons and the Principal will welcome input from the faculty. Whenever teachers have classes that exceed the usual limits, they have the right to request and receive from the Department Chairperson and/or the Principal explanation(s) of the cause(s) and also to discuss possible solutions to the "problem." In addition, at the teacher's request, the building representative will participate in the discussions. If the Department Chairperson, Principal and building representative are unable to agree upon a solution to the problem, the Superintendent will participate in the discussion.

6.6 Committees and Class Sponsors

Any teacher may be asked to participate in the effective management of the school through membership in committees on school citizenship, finance, etc., or as sponsors of school clubs, organizations or other activities. The dividing of these responsibilities among the faculty benefits all members of the school by equalizing the work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

6.7 Activity Funds

Money earned through school projects shall be kept in the activity fund account. The administration of these funds is the responsibility of the Building Principal's Office. Money currently in the activity fund account shall be used only for direct student benefit. A statement of the activity fund shall be made available to the Union President upon request. All interest earned from the student activity funds (checking account only) shall be returned annually to the activities from which they came based on the average monthly balance. Interest income shall be distributed to the respective accounts annually prior to the end of the school year.

6.8 School Calendar

The school calendar, when adopted for the following school year by the Board, shall include no less than the minimum number of days as required by the Illinois State Board of Education. If the actual number of work days for teachers increases to more than the current 180 days, the contract will be opened for salary negotiations only.

A committee from the Union will work with the administration in the drawing up of the school calendar.

6.9 Union Representative on Campus

The Principal of each school shall recognize the Union representative at each school as the official representative of the Union. It shall be the responsibility of the Union to certify the representative to the Principal.

6.10 Use of Bulletin Board

The Union shall be provided a bulletin board in a public place in each school for the posting of notices and other materials. The bulletin board shall be identified with the name of the Union; and the authorized representative of the Union, or his/her designee, shall have the responsibility for posting materials on the bulletin board.

6.11 Twelve (12) Month Teachers

Twelve (12) month licensed employees with ten (10) years or more of experience in District 201 shall receive twenty (20) working days of vacation with pay each year. The official start date will be July 1<sup>st</sup> and conclude on June 30<sup>th</sup> of the following year.

**ARTICLE VII**  
**GRIEVANCE PROCEDURES**

7.1 Definition

A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

7.2 General Provisions

7.2.1 Union Representation

No employee at any stage of the formal grievance procedure will be required to meet with any administrator without a Union representative; however, nothing shall prevent the employee from meeting alone if he/she chooses.

The employee and his/her Union representative have the right to be present at all steps of the formal grievance procedure and all conferences involving the grievant and employer.

7.2.2 Meetings During School Hours

In all steps of the grievance procedure, when meetings are called during school hours, the individuals involved shall be excused without loss of pay.

7.2.3 Appropriate Step

If the grievance arises from the action of an authority higher than the Principal of the school, the Union or individual may present such a grievance at the appropriate steps of the grievance procedure.

7.2.4 No Reprisals

No reprisal or disciplinary action shall be taken for the processing or participation in any grievance.

7.2.5 Materials and Transcripts

Each party shall be given copies of all testimony and all materials submitted as a part of the grievance proceedings. If either party requests a transcript of the proceedings, at Step Three, the costs shall be shared equally.

#### 7.2.6 Failure to Act

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure of the Union and/or the grievant to act within the time limits specified shall be considered as having withdrawn the grievance.

#### 7.2.7 Union's Right to Appeal

In any instance where an employee is not represented by the Union in a grievance, the Union shall have the right to be present at all hearings and may appeal any decision or adjustment which is not consistent with the terms of this Agreement.

#### 7.2.8 Grievance Initiation

A grievance may be initiated and/or conducted by:

- 1) An employee in his/her own behalf;
- 2) An employee accompanied by a Union representative;
- 3) A Union representative at the employee's request; or
- 4) The Union as sole and exclusive bargaining agent.

#### 7.2.9 Conferences

Conferences held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

#### 7.2.10 Definition of Days

All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the District's business offices are open.

#### 7.2.11 Timeline Extension

All time limits may be extended by mutual agreement between the parties.



#### 7.2.12 Grievance Materials

An employee shall have the right to have his/her response to any materials placed in the personnel file.

#### 7.2.13 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing a precedent and shall be treated as having never been filed.

### 7.3 Informal Conference

In order for all parties to operate efficiently, it is agreed that the first attempt to resolve the complaint should be done on an informal basis between the employee and the Principal or Department Chairperson. The employee may be accompanied by a Union representative at such informal conferences.

### 7.4 Step One

In the event the matter is not resolved at the informal conference, the grievant or the Union may present a written statement on an official grievance form of the alleged violation of this Agreement to the Principal. Such statement must be filed within forty (40) days of the date of occurrence. The Principal shall, within ten (10) days of the receipt of a grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) days after the completion of the conference, the Principal shall give his/her written decision. A copy of the decision shall be given to the Union.

### 7.5 Step Two

In the event the grievance has not been resolved in Step One, the grievant and/or the Union may file a written appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) days after the receipt of the Principal's decision. Within ten (10) days of receipt of the appeal, the Superintendent or his/her designee shall confer with the grievant and/or the Union in an effort to resolve the grievance. The Superintendent or his/her designee within ten (10) days shall file his/her written decision with the grievant and the Union.

### 7.6 Step Three

In the event the grievance has not been resolved in Step Two, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The request for arbitration shall be made within thirty (30) days after receiving the decision of the Superintendent, or his/her designee. The

arbitrator shall consider and decide only the specific issues submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall follow the standard rules of the AAA, and his/her decision shall be binding on all parties if not contrary to Illinois statutes and case law. Expenses for the arbitration services shall be borne equally by the Board and the Union.

## ARTICLE VIII

### SALARY AND BENEFITS

#### 8.1 Insurance

##### 8.1.1 Major Medical

The Board agrees to provide comprehensive major medical insurance for each employee and/or dependents. The Board will pay for insurance up to Six Hundred Seventy-One and 00/100 Dollars (\$671.00) per month, and the Board and employee shall share equally in any cost in excess of those amounts. In addition to the payment for health insurance, the Board will pay a maximum of 50% of the cost of the Employee and Family coverage under the Egyptian Trust Dental High Plan (or equivalent) voluntary dental insurance plan made available by the Board.

##### 8.1.2 Maximum Lifetime Benefit

Included in the above coverage shall be a major medical provision with a lifetime maximum benefit in effect by Egyptian Trust or applicable law.

##### 8.1.3 Document Outlining Coverage.

The District shall provide each employee with access to a document outlining coverage under the health insurance plan. (<http://www.egtrust.org/>)

##### 8.1.4 Term Life Insurance

Term life insurance in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be provided for the employee only.

##### 8.1.5 Insurance Committee

The District's Insurance Committee, comprised of up to two administrators and one member from each of the affected Unions, shall be empowered to review and make

recommendations on how the District should vote in the Egyptian Trust regarding any changes in health coverage. A committee meeting will be held each year soon after the Egyptian Trust releases its recommended changes for the following year and before the meeting at which the Egyptian Trust votes on changes.

The District shall provide to each member of the committee and the teachers' Union President the changes recommended by the Egyptian Trust Executive Board within ten (10) days after final approval of the Trust's Board.

#### 8.1.6 Egyptian Trust Meeting

A non-voting representative selected by the teachers' Union will be allowed to attend official Egyptian Trust meetings.

#### 8.1.7 Opt Out of Medical or Dental Coverage

Teachers may opt out of medical or dental insurance, at no penalty, provided they provide written notification of their intent, whenever there are changes in coverage or premiums during each year of the contract. Once a teacher opts out during the school year, the teacher will be allowed to rejoin the Trust only with approval of the Trust.

#### 8.1.8 Change of Carriers

In the event the District leaves the Egyptian Trust, the District's Insurance Committee shall be empowered to review and make changes in health coverage at the time for renewal of the District's medical insurance policy. These changes shall be with the approval of the Union.

### 8.2 Salary Schedules

The Salary Schedules for 2019-2020, 2020-2021, 2021-2022, and 2022-2023 are included in this Agreement as Appendix A-D. The attached salary schedules, upon approval by the Board, shall be the basis of payment for all employees holding teaching certificates.

#### 8.2.1 Library Science Degree

A teacher with a Bachelor's degree in Library Science with thirty (30) semester hours of Library Science received from an A.L.A. accredited school, shall receive the compensation awarded for a Master's degree on the schedule.

### 8.3 Department Organization

#### 8.3.1 Department Chairpersons – East and West

Teachers appointed to the following positions shall serve as Department Chairpersons and serve on their respective school's Instructional Council and School Improvement Team:

English  
Biological Science/Physical Science  
Social Studies  
Physical Education/Driver Education/Health Education  
Mathematics  
Career and Technical Education  
Art/Foreign Language/Music  
Director of Guidance/Title I Coordinator  
Library Director

The Special Education Coordinator (administrative position) shall oversee the Individualized Education Department and serve on their respective school's Instructional Council and School Improvement Team.

#### 8.3.2 Department Chairperson Stipends

##### 8.3.2.1 Director of Guidance/Title I Coordinator

Pay for this position shall be \$2,489.97 plus one additional month's salary, which compensates for summer work.

##### 8.3.2.2 Library Director

Pay for this position shall be \$941.41.

##### 8.3.2.3 Other Department Chairperson Positions

Pay for the remaining Department Chairpersons shall be \$2,874.27 plus \$125 per teacher, including proration for fraction of a teacher.

The total number of FTE's (full-time equivalents) equals the total number of course sections in a department divided by five (5).

A Department Chairperson's release hours and department members' study hall hours do not count for purposes of calculating the number of

FTE's. Study hall assignments and supervision are the responsibility of the Principal.

Teacher counts are based on each school's "Teacher Assignment and Class Schedule" document.

The number of FTE's established at the beginning of each school year will serve as the base for release hours and stipends. This will not change with individual additions and deletions as the year moves along.

### 8.3.3 Release Hours

#### 8.3.3.1 Levels

The number of release hours granted to Department Chairpersons shall be determined as follows:

Fewer than 12 FTE's	= 1 release hour
12 or more but fewer than 18 FTE's	= 2 release hours
18 or more FTE's	= 3 release hours

The Biological Science/Physical Science, Physical Education/Driver Education/Health Education, Career and Technical Education, and Art/Foreign Language/Music Department Chairpersons will carry at least two (2) release hours.

The Athletic Director shall be granted four (4) hours of release time. The Assistant Athletic Director shall be granted two (2) hours of release time.

#### 8.3.3.2 Limits

Every Department Chairperson must teach at least two (2) classes and, by virtue of any combination of positions, may not be granted more than three (3) release hours.

#### 8.3.3.3 Salary Increases

The base stipend for department chairpersons, the Director of Guidance/Title 1 Coordinator, Director of Library and stipend for National Board Certification and approved Doctoral degrees will be increased each year by the same percentage increase provided for on the salary schedule. Example: The overall increase in salary costs from one year to the next for the district is 4% (not including increment), the base stipend for the department

chairpersons will be increased by four percent (4%) (\$1,800 X 104%= \$1,872).

#### 8.3.4 Summer Work

Other than the Directors of Guidance and Library Directors, Department Chairpersons may work up to thirty (30) hours of summer work at times mutually agreeable between chairperson and administration and will be paid at the summer school rate.

The District will provide a uniform procedure for Department Chairpersons to document hours worked to make a claim for payment.

#### 8.3.5 Job Performance Improvements

Department Chairpersons will conduct formative evaluations with tenured teachers at least once every two (2) years. Department Chairpersons will conduct formative evaluations with non-tenured teachers at least once per semester. Further, Department Chairpersons will receive training in the district's approved teacher evaluation model.

### 8.4 Overload

Compensation for extra classes, study hall and other comparable assignments shall be fifteen percent (15%) of teacher's basic salary. A teacher who receives a stipend based upon the 15% stipend rate for work during the regular work day which includes sixth assignment, extended reading, or math shall be assigned hall duty or extra-service assignment(s). When there is a need within a department for an extra class to be taught by a teacher for a semester or a year, it shall be offered on a voluntary basis. No department is to have more than three extra class assignments per semester. Substitute teaching done by the faculty shall be paid at an hourly rate as paid for summer school teaching. (See 8.12). When one of the regular faculty assumes the duties of an absent faculty member for more than five (5) consecutive class periods, this regular faculty member shall be paid fifteen percent (15%) of his/her regular salary retroactive to the first day of his/her substitute assignment. This is to be considered an extra class for the duration of the substituted service. When there is a need within a department for an extra class to be taught by a teacher for a semester or a year, it shall be offered on a voluntary basis as follows:

#### 8.4.1 Selection Procedure for Offering Overload

Overload positions will be posted in accordance with Article 5.17. The Board shall fill overload positions in accordance with the Illinois School Code, 105 ILCS 5/24-1.5.

## 8.5 Pay Dates

Pay dates shall be the 15th and the 30th of each month unless the pay date falls on the weekend or during a scheduled holiday or vacation period. In such cases, teachers will be paid on the last work day preceding the weekend or scheduled holiday or vacation period. The June 30 pay will be paid on July 1. All teachers shall be paid on a twelve (12) month basis. All teachers shall be paid through direct deposit. The bank chosen by the individual must be a member of the Automated Clearing House Association.

### 8.5.1 Benefit and Deduction Report

A report of deductions, both current and cumulative, along with the amount of the direct deposit, will be given the teacher every pay date.

## 8.6 Computation of Salary

Computation of the salary for ten (10) months of teaching is found from the tables with the following provisions:

### 8.6.1 Placement on Salary Schedule on or after September 1, 1986

Teachers appointed to the staff of Belleville Township High School on or after September 1, 1986 but before July 1, 1993, shall be given one-half (1/2) credit on the salary schedule for each year of teaching experience (experience defined as above).

### 8.6.2 Placement on Salary Schedule on or after July 1, 1993

Teachers who begin work in Belleville Township High School District 201 on or after July 1, 1993, shall receive credit for outside experience (experience defined as above) in accordance with the contract in force at the time of employment. See Exhibit E for placement.

## 8.7 Annual Experience Credit

No teacher shall receive more than one (1) year of experience credit annually.

### 8.7.1 Fractional Computation

Fractions of years will be disregarded unless the sum of the fractions totals one (1) year.

## 8.8 Education Placement on Salary Schedule

Horizontal movement on the Salary Schedule shall be determined in the following manner:

### 8.8.1 Education Requirements

A subsidy in addition to teachers' annual salary shall be paid to those teachers who attend school and earn college credit during the school fiscal year. This coursework must be graduate level. This coursework must be approved in advance, in writing, by the Department Chairperson, Principal, and Director of Human Resources. In addition to written approval for each course, successful completion (grade of B or higher) of each course is required for reimbursement and/or horizontal movement on the salary schedule. Written approval or denial of the requested coursework shall occur within ten (10) school days of submission.

Only correspondence, online, and on-campus courses offered by Colleges/universities which are a nationally accredited will be approved. In addition, specialized accredited organizations will be considered by the administration for approval. Correspondence and online courses may be limited to nine (9) semester hours total per school year.

### 8.8.2 Granting of Credits for Education Placement

Credits earned prior to September 1 or termination of the summer session will be used to determine salary for the ensuing year. Any credits to be considered under this salary schedule must be submitted by September 15 of each year. However, if by February 1 the in-service teacher has earned credits which will place him/her in the next column on the salary schedule, he/she shall have until February 15 to submit a transcript showing such changes. The teacher's salary shall then be increased by Fifty Percent (50%) of the differential for the second semester.

#### 8.8.2.1 Accepted Credits for Education Placement

Graduate hours gained toward advanced placement on the salary schedule shall be counted as long as they were taken after all graduation requirements had been completed for the lower degree, as certified by the registrar of the college or university. Successful completion (grade of B or higher) of each course is required for horizontal movement.



#### 8.8.2.2 Education Placement Accepted

All hours toward advanced placement on the salary schedule shall be graduate credit. Successful completion (grade of B or higher) of each course is required for horizontal movement.

#### 8.8.3 Education Reimbursement

All coursework considered for reimbursement must satisfy all requirements for horizontal movement on the salary schedule found in Section 8.9.

If a teacher chooses to request reimbursement, payments shall be made at the rate of Seventy-Five and 00/100 Dollars (\$75.00) per semester hour upon proof of payment. The rate of reimbursement would increase to One Hundred and 00/100 Dollars (\$100.00) per semester hour if the course is part of an accredited/advance degree program. The maximum payment for such successfully completed and approved coursework shall be based on nine (9) semester hours of credit not to exceed Nine Hundred and 00/100 Dollars (\$900.00) per fiscal year (July 1 – June 30).

Proof of payment and successful completion of approved courses must be submitted to the Human Resource Office in the Central Office by the following dates: courses completed during the Fall Semester by February 15<sup>th</sup>; completed during the Spring Semester by June 15; and courses completed during the summer (between the Fall and Spring semesters) by September 15.

#### 8.9 Advancement on Salary Schedule - Satisfactory Completion

Advancement on this schedule shall be dependent on continued satisfactory service. Satisfactory service requires assuming responsibility for the following duties:

To be reasonably prompt in the preparation of reports for the office, including attendance reports, eligibility reports, failure lists, reports on professional progress, etc.

#### 8.10 Summer School and Night School Pay

Summer school and night school pay shall be Twenty Five and 00/100 (\$25.00) per hour for a Bachelor's Degree and Thirty and 00/100 Dollars (\$30.00) for a Master's Degree and over.

#### 8.11 Tax-Sheltered Annuity Program

Faculty members may be granted the right to have part of their salary deducted and placed into a sheltered plan. Additional vendors will be added if one is dropped and at least five (5) employees elect to participate with a specific vendor.

## 8.12 Extra-Work Assignments

All extra-work assignments during the summer shall be for the regular work day. Ten (10) months shall be the regular school year. The following shall be employed as listed:

### 8.12.1 Librarians

District shall employ a Librarian and/or Librarians as the need shall determine during each summer to organize and catalog incoming library materials;

### 8.12.2 Guidance Counselors

Guidance Counselors may work hours during the summer when school is not in session. Those who elect to work during the summer will be paid at the summer school rate.

## 8.13 Work Performed after the Normal Teaching Day

Teachers who teach classes beyond the normal teaching load immediately after school will be paid Thirty-One and 00/100 Dollars (\$31.00) per hour worked. In order for the teacher to be paid the above hourly rate, the class taught must be for credit that counts toward meeting the graduation requirements, and the class is scheduled immediately after school. (The teacher does not receive a “break” between the end or beginning of the normal work day.)

## 8.14. Retirement Incentives

At the time of submitting a letter of retirement, an employee must designate whether they are choosing option A or option B for the incentive. Once the declaration is made it cannot be changed. See Appendix I.

### 8.14.1 Retirement Incentive A

A teacher may have his/her salary scheduled amount and co-curricular stipends (if applicable) increased by up to the full amount of the state cap for increases for the final five (5) years of employment in District 201 provided the following provisions have been met:

#### 8.14.1.1 Notification Letter

Teachers must submit their intent to retire along with an irrevocable letter of resignation between September 1 and August 31 of the school year preceding the school year in which the initial salary increase occurs. For example, a teacher eligible to retire at the end of the 2018-2019 school year and choosing to receive 5

years of incentive payments must make such request between September 1, 2013 and August 31, 2014.

#### 8.14.1.2 Eligibility Criteria

To be eligible for the Retirement Incentive, teachers must have completed at least five (5) years of Belleville Township High School District 201 full-time continuous service directly preceding the school year in which the first incentive payment occurs.

Teachers are eligible for an increase of half of the State Cap in their 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> years of service. Teachers are eligible for the full amount of the State Cap in their 11<sup>th</sup> year of service and beyond.

Hold Harmless: Teachers approved by the Board for the Retirement Incentive before June 30, 2011, will continue to receive the rates in effect at the time of their retirement letter acceptance.

#### 8.14.1.3 Additional Requirements

At the conclusion of a teacher's employment in District 201, the teacher must be at least fifty five (55) years of age with at least twenty (20) years of creditable service with TRS or be at least sixty (60) years of age with at least ten (10) years of creditable service with TRS whichever is first.

The purpose of the retirement incentive is to restrict a teacher's annual creditable TRS salary increase to no more than 6%. However, a teacher's salary may increase by more than 6% per year as provided by PA 094-1057.

The Retirement Incentive created in this provision shall eliminate any employer ERO contributions for teachers who elect to participate in the incentive program required under the Illinois Pension Code. If the District pays any ERO contributions for any individual teacher, the incentive program shall be null and void for that teacher and the District will be given the authority to recover any and all funds paid to the teacher or on behalf of the teacher to any third party, which sums were paid as a retirement incentive pursuant hereto. The teacher shall execute an authorization form at the time of his/her application for this incentive program permitting the District to recover moneys if the District is required to make ERO payment on behalf of the teacher.

#### 8.14.1.4 Examples

The following scenarios are used as examples when determining a teacher's retirement bonus.

Example A:

A teacher wishes to retire and meets all the criteria listed above at the conclusion of the 2015-2016 school year. He/she submits his/her intent to retire and resignation letter within the agreed upon window (8.14.1) His/her salary scheduled amount for the 2013-2014 school year which includes longevity is \$77,000.

His/her salary would increase to \$81,620 for the 2014-2015 school year and increase to \$86,517.20 for the 2015-2016 school year.

Example B:

A teacher wishes to retire and meets all the criteria listed above at the conclusion of the 2016-2017 school year. He/she submits his/her intent to retire and resignation letter within the agreed upon window (8.14.1) His/her salary schedule amount which includes longevity is \$77,000. In addition he/she is paid \$8,500 for supervising co-curricular activities. His/her total salary is \$85,500. She remains a sponsor/coach until retirement.

His/her salary would increase to \$90,630 for the 2014-2015 school year; increase to \$96,067.80 for the 2015-2016 school year; and increase to \$101,831.86 for the 2016-2017 school year.

Example C:

A teacher wishes to retire and meets all the criteria listed above at the conclusion of the 2017-2018 school year . He/she submits his/her intent to retire and resignation letter within the agreed upon window (8.14.1) His/her salary schedule amount which includes longevity is \$77,000. In addition he/she is paid \$8,500 for supervising co-curricular activities. At the conclusion of the 2016-2017 school year, he/she also submits his/her resignation from all co-curricular activities effective at the beginning of the 2017-2018 school year.

His/her salary would increase to \$90,630 for the 2014-2015 school year; increase to \$96,067.80 for the 2015-2016 school year; increase to \$101,831.86 (\$91,708.23 salary and \$10,123.63 for co-curricular activities) for 2016-2017 and his/her final year salary will be \$97,210.72.

Example D:

A teacher wishes to retire and meets all the criteria listed above at the conclusion of the 2017-2018 school year He/she submits his/her intent to retire and resignation

letter within the agreed upon window (8.14.1) His/her salary schedule amount which includes longevity is \$77,000. In addition, he/she is paid \$7,500 as Head Football coach, and \$4,500 for sponsoring the student council. At the conclusion of the 2014-2015 school year he/she submits his/her resignation as Head Football Coach but remains as student council sponsor.

His/her salary for the 2014-2015 school year would increase to \$94,340 (\$81,620 salary, \$7,950 as Head Football Coach, and \$4,770 as student council). For the 2015-2016 school year his/her salary would be \$91,573.40 (\$86,517.20 salary, \$5,056.20 as student council sponsor). For the 2016-2017 school year his/her salary would be \$97,067.80. For the 2017-2018 school year his/her salary would be \$102,891.87.

Example E:

A teacher wishes to retire and meets all the criteria listed above at the conclusion of the 2018-2019 school year. He/she submits his/her intent to retire and resignation letter within the agreed upon window (8.14.1) His salary schedule amount which includes longevity is \$77,000. In addition, he/she is paid \$7,500 as Head Football coach, and \$4,500 for sponsoring the student council. At the end of the 2017-2018 he/she resigns his/her student council position.

His/her salary for the 2014-2015 school year would increase to \$94,340 (\$81,620 salary, \$7,950 as Head Football Coach and \$4,770 as student council sponsor). For the 2015-2016 school year his/her salary would be \$100,000.40 (\$86,517.20 salary, \$8,427 as head football coach; and \$5,056.20 for sponsoring the student council.) For the 2016-2017 school year his/her salary would be \$106,000.42 (\$91,708.23 salary, \$8,932.62 as head football coach; and \$5,359.57 for sponsoring the student council). For the 2017-2018 school year his/her salary would be \$112,360.46 (\$97,210.73 salary; \$9,468.58 as head football coach; and \$5,681.15 as student council sponsor). His/her final year salary for 2018-2019 will be \$113,080.06 (\$103,043.37 salary, and \$10,036.69 as head football coach).

If during the term of this Contract, any law or TRS ruling is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively enacted early retirement program), than the cost in effect as of the date this Contract is entered into, this Article shall become null and void. Upon such happening, the parties will at either's written request, undertake negotiations regarding a new retirement incentive plan.

## 8.14.2 Retirement Incentive B

### 8.14.2.1 Notification Letter

An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive during his/her final five (5) years of teaching.

### 8.14.2.2 Eligibility Criteria

To be eligible, the employee must have completed at least five (5) years of Belleville Township High School District 201 full-time continuous service directly preceding the school year in which the first incentive payment occurs.

### 8.14.2.3 Additional Requirements

At the conclusion of a teacher's employment in District 201, the teacher must be at least fifty five (55) years of age with at least twenty (20) years of creditable service with TRS or be at least sixty (60) years of age with at least ten (10) years of creditable service with TRS whichever is first.

Teachers are eligible for an increase of 3% in their 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> years of service. Teachers are eligible for 6% in their 11<sup>th</sup> year of service and beyond.

The pre-retirement period may be from 1 to 5 years in duration depending upon when the irrevocable letter of resignation is received and the specified effective date of retirement. For example, employees indicating retirement in 2020 will have a pre-retirement period of 1 year. Employees indicating retirement in 2021 will have a pre-retirement period of 2 years. Employees indicating retirement in 2022 will have a pre-retirement period of 3 years. Employees indicating retirement in 2023 will have a pre-retirement period of 4 years. Employees indicating retirement in 2024 will have a pre-retirement period of 5 years. Nothing in this program is intended to limit an employee's contractual ability to earn more than 6% above the previous year's TRS creditable earnings.

### 8.14.2.4 Aspects of the Plan

The teacher will remain on the salary schedule and will be paid according to the negotiated contract. In June, at the end of each year an employee is in the retirement plan, the District will compare the teacher's TRS

creditable earnings to his/her previous year's creditable earnings. The District will pay the teacher a retirement benefit in an amount to ensure the teachers' TRS creditable earnings increases 3% or 6%, as applicable, over his/her previous year's TRS creditable earnings, based on the number of days the teacher worked or received paid leave from one year to the next year (periods of unpaid leave will be removed from the calculation when determining the retirement benefit).

For example, a teacher eligible for the 6% retirement benefit enters the retirement plan for one year with a retirement date at the end of the 2019-2020 school year. In June 2020, the District will compare the teacher's 2019-2020 TRS creditable earnings to his/her 2018-2019 TRS creditable earnings. The District will increase the teachers' 2019-2020 TRS creditable earnings in an amount to ensure it increases 6% above his/her 2018-2019 TRS creditable earnings.

#### 8.14.2.5 Examples

##### 2018-2019 TRS Creditable Earnings

Salary:	\$50,000
Coaching Stipend:	<u>\$ 3,000</u>
Total TRS Earnings:	\$53,000

##### 2019-2020 TRS Creditable Earning:

Salary:	\$51,000
Coaching Stipend:	\$ 3,100
Retirement Benefit:	<u>\$ 2,080</u>
Total TRS Earnings:	\$56,180

(Reflects 6% increase over previous year's TRS creditable earnings)

If an employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's 6% increase shall not include the amount of the extra duty compensation in the retirement calculation formula.

##### 2018-2019 TRS Creditable Earnings:

Salary:	\$50,000
Coaching Stipend:	\$ 3,000
Total TRS Earnings:	<u>\$53,000</u>

##### 2019-2020 TRS Creditable Earning:

Salary:	\$51,000
Coaching Stipend	\$ 0
Retirement Benefit:	\$ 2,000
Total TRS Earnings:	<u>\$53,000</u>

(Reflects 6% increase over previous year's earnings after removing the stipend work that is no longer performed. The 6% calculation is based on \$50,000 and not \$53,000)

8.14.2.6 Miscellaneous

The parties agree that if the legislature lowers the 6% allowable rate to a lower rate and this contract is not grandfathered and exempt from that change; the allowable rate for the retirement benefit under Article 8.14 of this contract shall be reduced from 6% to the allowable rate that is permissible which does not result in the District paying any additional pension costs to TRS.

8.15 Severance Pay

Teachers who separate service with District 201, for any reason other than termination for cause or death, and are not eligible for the retirement incentive under Section 8.14, above, shall be entitled to the following severance payment:

Ten Years	(10)	\$2,000
Fifteen Years	(15)	\$3,500
Twenty Years	(20)	\$5,000

The severance payment the District is obligated to pay the teacher upon separation from employment can be used to increase the teacher's TRS creditable earnings up to a maximum of 6% over his/her prior years TRS creditable earnings and all remaining severance pay shall be paid to the teacher post-employment, i.e. after his/her last day of employment and after he/she receives his/her last regular payroll check, whichever occurs last.

8.16 No Reduction in Pay

No teacher's basic or extra-curricular salary shall be decreased by the adoption of this salary schedule.

8.17 Military Service Credit

A maximum of two (2) years' experience for military service shall be given on the salary schedule to persons who taught in District 201 prior to entering the military service.



## 8.18 Longevity Pay

### 8.18.1 Seventeenth (17<sup>th</sup>) Step and Above

Those teachers on the seventeenth (17<sup>th</sup>) step and above on the salary schedule shall receive a longevity payment of Two Thousand One Hundred Sixty-Six and 00/100 Dollars (\$2,166).

### 8.18.2 Eighteenth (18<sup>th</sup>) Step and Above

Those teachers on the eighteenth (18<sup>th</sup>) step and above on the salary schedule shall receive a longevity payment of One Thousand Three Hundred Eighty-One and 00/100 Dollars (\$1,381).

### 8.18.3 Nineteenth (19<sup>th</sup>) Step and Above

Those teachers on the nineteenth (19<sup>th</sup>) step and above on the salary schedule shall receive a longevity payment of Five Hundred and 00/100 Dollars (\$500).

### 8.18.4 Twenty-Third (23<sup>rd</sup>) Step and Above

Teachers on the twenty-third (23<sup>rd</sup>) step and above on the salary schedule shall receive a longevity payment of One Thousand Three Hundred Eleven and 00/100 Dollars (\$1,311).

### 8.18.5 Twenty-Sixth (26<sup>th</sup>) Step and Above

Teachers on the twenty-sixth (26<sup>th</sup>) step and above on the salary schedule shall receive a longevity payment of One Thousand Four Hundred Ninety-Six and 00/100 Dollars (\$1,496).

### 8.18.6 Increase to Longevity Steps

Longevity amounts for teachers receiving longevity payments will be increased by the same percentage as the salary scale increase. Example: The overall increase in salary costs from one year to the next for the district is 4% (not including increment), the base stipend will be increased by four percent (4%) (\$1,800 X 104%= \$1,872).

## 8.19 Board Paid TRS

The Board shall pay the total of nine percent (9%) of teachers' pension on all salary and co-curricular pay, and an additional eighty-nine one-hundredths percent (.89%) to the Illinois Teachers' Retirement System as required by law.

8.20 Payment Of Teacher Health Insurance Security Fund

The Board will pick up and pay one-half of one percent (.5%) for all eligible teachers the health insurance contribution on the member's behalf.

Creditable Earnings (including TRS)		\$28,200.00
	x	<u>.005</u>
½ of 1% Health Insurance Contributions		\$ <u>141.00</u>

8.21 Mileage Reimbursement

Employees will be reimbursed at the IRS rate, effective July 1 of each year of this agreement, for use of their automobile when traveling for District business. Approval for the request for approximate amount of reimbursement must be received in advance of use of the employee's automobile.

8.22 Per Diem Rate

The per diem rate of pay is based on 180 school days.

8.23 Employee Work and Material

Works completed on the employee's time and using the employee's material and equipment shall be the sole property of the employee. See Appendix F.

**ARTICLE IX**

**EXTRA-CURRICULAR PAY**

9.1 Compensation for Working Extra-Curricular Activities

Compensation shall be provided for working extra-curricular activities such as basketball games, concerts, ensemble programs, and football games. Selection of this personnel shall be made by the administration. The amount of compensation shall be determined by the administration and Union representatives.

9.2 Working on Saturdays or Holidays

Teachers who are requested by the administration to work on Saturdays or holidays should be paid for such work. This shall not apply to teachers who are compensated over and above the

regular salary schedule for extra-curricular activities. The amount of compensation is to be worked out by the administration and the Union for these extra-curricular activities not covered by the salary schedule.

9.3 Compensation for Teachers employed after July 1, 1984

Years of experience for extra-curricular pay shall be transferred into our system for that activity just as teaching years according to the contract in force at time of employment for activity.

9.4 Percentages

**Athletic Directors**

Athletic Director	17%
Assistant Athletic Director	10%

**Baseball**

Head Baseball	10%
Assistant Baseball	7%

**BASIC**

Sponsor	3%
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**Basketball**

Head Boys Basketball	14%
Head Girls Basketball	14%
Assistant Basketball	9%

**Bass Fishing**

<b>Club Sponsor</b>	2%
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**Bowling**

Head Bowling	7%
Assistant Bowling	3%

**Cheerleading**

Basketball/Competition Cheerleading	10%
Football Cheerleading	7%
JV Cheerleading	4%

<b>Chess Team Coach</b>		3%
<b>Cross Country</b>		
	Head Cross Country	7%
	Assistant Cross Country	4%
<b>Drama</b>		
	Theater Director	4%
	Fall Play Director	5%
	Fall Play Tech Director	5%
	Children's Play Director	5%
	Children's Play Tech Director	5%
	Contest Play	2%
	One Act Plays (per director)	2%
	Musical Director	7%
	Musical Tech Director	7%
	Musical Orchestra Director	4%
	Musical Choreographer	4%
	Variety Show (per director)	3%
<b>Football</b>		
	Head Football	14%
	Assistant Football	9%
<b>Golf</b>		
	Head Boys Golf	7%
	Head Girls Golf	7%
	Assistant Golf Boys	4%
	Assistant Golf Girls	4%
<b>Harambee/ Mashariki</b>		\$1000 or no hall duty for one year One sponsor per campus
<b>Lacrosse</b>		
	Girls District Cooperative Coach	7%
	Assistant Coach	4%

<b>Math Team</b>	(4 coaches per campus)	2%
<b>Model UN Advisor</b>		3%
<b>Music</b>		
	Marching Band Director	Totaling 30 days @ per diem rate
	Band Director for Performances	3%
	Orchestra Director for Performances	6%
	Choir Director for Performances	6%
	Assistant Music Director	2%
<b>Dance Team</b>		7%
<b>Prom Sponsor</b>		\$500 or no hall duty for one semester One sponsor per campus
<b>Publications</b>		
	Yearbook	11%
	Newspaper	11%
<b>ROTC</b>	Club Sponsor	3%
<b>Scholar Bowl</b>		\$1,000 or no hall duty for one year One sponsor per campus
<b>Science Olympiad</b>		\$500 or no hall duty for one semester One sponsor per campus
<b>Soccer</b>		
	Head Boys Soccer	10%
	Head Girls Soccer	10%
	Assistant Soccer	7%
<b>Softball</b>		
	Head Softball	10%

	Assistant Softball	7%
<b>Speech and Debate</b>		
	Speech/Individual Events	10%
	Assistant Speech	3%
	Debate	10% current sponsor; changes to 7% with sponsor change
<b>Star Team Coordinator</b>		\$1,000 or no hall duty for one year
<b>Student Council</b>		7%
<b>Tennis</b>		
	Head Tennis	7%
	Assistant Tennis	4%
<b>Track</b>		
	Head Boys Track	10%
	Head Girls Track	10%
	Assistant Track	7%
<b>Volleyball</b>		
	Head Volleyball	10%
	Assistant Volleyball	7%
<b>Wrestling</b>		
	Head Wrestling	10%
	Assistant Wrestling	7%

#### 9.4.1 Split of Assignments

If a co-curricular assignment is split among two employees, the affected teachers will receive a full-year credit towards advancement in the column on Appendix H for computation of their stipends.

9.4.2 Number of Positions

The Board shall determine the number of extra-curricular activities and positions for each activity based on student participation. The Illinois Southwestern Conference participation will dictate the need for extracurricular positions. If 50% of conference schools eliminate any given extracurricular, the Board of Education has the option to do so as well.

9.4.3 Teachers Receiving District Funds

No teacher shall receive any District funds, other than expense reimbursement, unless clearly stated in the collective bargaining agreement or in consultation between the District and Union.

**ARTICLE X**

**LEAVES**

10.1 Sick Leave

Sick leave shall accumulate at the rate of sixteen (16) days per year. Beginning in September of each year, sixteen (16) days shall be added to the employee's accumulated sick leave. Unused sick leave shall accumulate without limit. A teacher who accumulates at least seventy (70) days of sick leave at the end of any school year shall be credited with an additional sixty (60) days of sick leave at the beginning of the next school year. A teacher who has accumulated at least one hundred and seventy (170) days of sick leave at the end of any school year shall be credited with an additional sixty (60) days of sick leave at the beginning of the next school year. A teacher who has accumulated at least two hundred and seventy (270) days of sick leave at the end of any school year shall be credited with an additional sixty (60) days of sick leave at the beginning of the next school year. The maximum number of additional sick leave days a teacher may earn during his/her employment in District 201 is one hundred and eighty (180).

10.1.1 Savings Clause

If during the term of this Contract, any law or TRS ruling is enacted that results in a greater cost to the Board for a teacher who receives the above sick leave bonus (including costs imposed by a legislatively enacted early retirement program), than the cost in effect as of the date this Contract is entered into, this Article shall become null and void. Upon such happening, the parties will, at either's written request, undertake negotiations regarding a new sick leave bonus plan.

### 10.1.2 Borrowing Sick Leave

A tenured teacher who has exhausted his/her accumulated sick leave may borrow up to sixteen (16) extra days, against the next year, with a promissory note. The administration may require a statement as to the illness of the teacher from his/her medical practitioner. However, any teacher who terminates his/her employment shall repay the school system the amount owed for sick leave advanced under this plan.

No teacher may borrow from the District in two consecutive years.

### 10.1.3 Assault While Performing Duties

Absence resulting from assault while performing any duties, including extra-curricular, are not to be charged against sick leave, although the teacher's regular gross earnings will be maintained.

### 10.1.4 Definition of Immediate Family

In the event of death or serious illness in the immediate family, employees may use their sick leave. The term "immediate family" shall be interpreted to include wife, husband, domestic partner, son, daughter, father, mother, brother, sister, grandfather, grandmother, and corresponding in-laws.

### 10.1.5 Statement Regarding Number of Sick Days

A statement shall be issued each year showing the number of days of accumulated sick leave the employee has as of the beginning of the current school year.

### 10.1.6 Abuse of Sick Leave

A teacher abusing sick leave as outlined in this Agreement is subject to disciplinary action.

### 10.1.7 Docking for Excessive Absence

If, at any time, a teacher uses all of his/her accumulated leave time and must take a dock in pay for an absence, the dock will be for salary and benefits. The dock in salary and benefits will be at the employee's per diem rate. However, if a dock day occurs while an employee is on FMLA leave, the Board shall continue to make its normal monthly health insurance premium payments on behalf of the employee for the duration of the FMLA leave.

## 10.2 Sick Leave Bank



A sick leave bank will be established for licensed employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), a major surgery requiring an extended recovery period, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is one of the primary care givers for the relative. Normal pregnancy, child care, minor surgeries, or elective surgeries are not considered to be valid reasons for use of the sick leave bank.

10.2.1 Committee: A six (6) member Sick Leave Bank Committee shall be established.

Three (3) members shall be appointed by Local 434 and three (3) members by the administration. All Committee members must be sick leave bank contributors. The decision made by the Committee shall be the final decision. Each decision requires a minimum of four (4) votes to approve. The Committee shall have the responsibility of reviewing, as often as needed, requests for withdrawals from the bank, verifying validity of requests, recommending approval or denial of the requests, and communicating its recommendations to the individual member and the business office. This Committee will be given the authority to develop rules or procedures subject to approval of the Local 434 Executive Committee and the Board of Education and to distribute same to the membership.

10.2.2 Hold Harmless: The district shall protect and hold harmless all members of the Sick Leave Bank Committee for any action taken as a member of this Committee.

10.2.3 Participation: All licensed employees of Belleville Township High School District 201 who are Local 434 members or administrators are eligible to withdraw days from the sick leave bank. However, until they are vested in the sick leave bank, employees may only draw days from the bank when their accumulated days have reached zero (0).

To become vested, an employee must donate a total of at least 30 days to the sick bank. Each year members must make a maintenance contribution if there are less than 750 remaining days in the bank. In that case, the maintenance contribution will be 1 day and will be added to the cumulative total.

Vested members who elect not to continue making maintenance contributions will cease to be vested and will forfeit the borrowing rights bestowed on vested members. Such members may, however, become vested again in the system by resuming maintenance contributions and making up missed contributions.

Until they are vested, individuals who choose to donate to the sick leave bank may elect to donate from one (1) to fifteen (15) days per year.

- 10.2.4 Annual Enrollment: The District will offer an annual enrollment period for the Sick Leave Bank and will make available to employees an enrollment form. The enrollment period will last from July 1 to September 1 each year. During this time, employees may elect to start contributions, change their contribution level, or stop contributing to the Sick Leave Bank.
- 10.2.5 Forfeiture of Sick Days: Contributions made to the Sick Leave Bank are irreversible. Any member resigning from the District will forfeit days donated to the Sick Leave Bank.
- 10.2.6 Withdrawals and Restrictions: Employees wishing to request days from the sick leave bank are required to complete a request form supplied by the district. In the event of an employee's incapacity, a family member may submit a request on the employee's behalf.

All bank withdrawals must be approved by the Sick Leave Bank Committee. Approved withdrawals will not be automatically extended from one school year to the next and will end on the last day of the school year unless renewed by the Committee. If an individual commences to draw benefits under TRS disability, the individual shall cease to draw benefits from the bank.

The Sick Leave Bank Committee can authorize for an individual up to a maximum of one hundred-eighty (180) days in any five (5) year period. An initial five (5) year period will begin the day the individual uses the first day from the bank and will end on the five (5) year anniversary date of said first withdrawal. During this five (5) year period the individual may use only one hundred-eighty (180) total days. After the expiration of the initial five (5) year period individuals are again eligible to draw a maximum of one hundred-eighty (180) days for a second five (5) year period. Thereafter, the individual would be eligible for additional five (5) year periods.

Under no circumstance will days be granted if the granting of the sick days causes a TRS penalty to the district.

Ex: If an individual first draws from the bank on January 1, 2011, the individual, thereafter, can only withdraw a maximum of 180 days through and including January 1, 2016. Thereafter, the individual is again eligible for a new five (5) year period which would run from the date of that first withdrawal. If the next withdrawal is October 1, 2016, the individual would be eligible for another five (5) year period which ends on October 1, 2021.

- 10.2.7 Exhaustion of the Bank: Should the bank be dissolved for any reason with days

remaining in the bank, the days shall be returned, on a prorated basis, to all current and past contributors who are still employed by District 201. The days returned shall be rounded off to the closest one-half day.

### 10.3 Bereavement Leave – Death Outside Immediate Family

Each employee will be allowed up to three (3) days, deductible from sick leave, for a death outside the immediate family.

### 10.4 Personal Leave

Teachers may use up to three (3) days of sick leave for personal reasons with pay per year. No reason need be given for the use of these three days (3) of personal leave. Except in case of an emergency, the teacher must request the use of personal leave from the building principal in writing at least forty-eight (48) hours prior to the intended leave. No more than five (5) teachers per campus may use personal leave on the same day. Personal leave will not be granted before or after a holiday or to extend a vacation period, but the Superintendent may make an exception for unusual or extraordinary circumstances. Personal leave cannot be used in increments of less than one (1) class period. Teachers understand that their use of personal leave days reflects on the District and on the teaching profession as a whole; consequently, they should use their best professional judgment in determining the appropriate use of those days. Unless prior approval is given by the Superintendent, personal leave will not be granted on Parent-Teacher Conference days or during Open House.

#### 10.4.1 Additional Personal Leave

After the employee has used the three (3) leave days for personal reasons (referred to in 10.4 above), the Superintendent may, at his/her discretion, grant up to one (1) additional day of excused absence per year for emergencies and/or other business matters that cannot be handled other than during school time. This day will not be approved for a circumstance that could have/should have been planned for in advance (such as graduations, weddings, etc.) and used as one of the three personal leave days outlined in the above paragraph. This day shall not be approved for personal pleasure or personal profit. Except in case of emergency, the teacher shall give forty-eight (48) hours notice. The granting or denying of such emergency day is at the sole discretion of the Superintendent. The teacher shall be required to give a brief statement regarding the nature of the emergency or business. See Appendix G for further details.

#### 10.4.2 Emergency Days

After the employee has used the three (3) leave days referred to in 10.4, and the one (1) leave day referred to in 10.4.1, the Superintendent may grant two (2) additional emergency days per year, at his/her discretion. (See Appendix G for further details.)

## 10.5 Adoption Leave

Adoption leave shall be granted to a teacher by the Board of Education, providing the following procedures are met:

### 10.5.1 Procedure

The employee shall inform the Superintendent of his/her intent to adopt and shall, upon request, provide written verification of the adoption process; and

In accordance with the Illinois School Code, 105 ILCS 5/24-6, an employee may use up to thirty (30) days of accumulated sick leave. If additional days are needed by the employee, he/she may request an unpaid leave of absence in accordance with 10.8 of this Agreement. In no case shall adoption leave (both paid and unpaid) exceed one (1) school year in length.

## 10.6 Sabbatical Leave

The School Board may grant a sabbatical leave of absence to a teacher performing contractual continued service, for a period of at least 4 school months but not in excess of one school term, for resident study, research, travel or other purposes designed to improve the school system. The grant of a sabbatical leave by the School Board shall constitute a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

This leave may be granted after completion of at least 6 years of satisfactory service as a full time teacher and may again be granted after completion of a subsequent period of 6 years of such service. However, 2 sabbatical leaves, each consisting of at least 4 months but totaling no more than the equivalent of one school year, may be granted within a 6 year period. A leave granted for a period of one school year or less shall bar a further sabbatical leave until completion of 6 years additional satisfactory service, except that 2 leaves which total no more than the equivalent of one school year shall bar a further sabbatical leave only until the completion of 6 years additional satisfactory service following the completion of the first such leave. The leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the school system, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

Before a leave is granted pursuant to this Section, the applicant shall agree in writing that if at the expiration of such leave he does not return to and perform contractual continued service in the District for at least one school year after his return, all sums of money received from the Board during his sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of this Act [105 ILCS 5/24-8] or 1/2 of the basic salary, whichever is greater. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this Section to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from teaching service.

Upon expiration of a leave granted pursuant to this Section, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.

Absence during a leave granted pursuant to this Section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the District. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of sabbatical leave credit.

This Section in no way limits the power of the Board to grant leaves for other purposes.

#### 10.7 National Board Portfolio Year Leave

In order for a teacher to receive two days of leave with pay to complete his/her portfolios for National Board Certification, the teacher must reimburse the District the cost of the substitute. Reimbursement must be received prior to granting the leave.

#### 10.8 General Leave of Absence

The Board may grant leaves of absence. Faculty members' requests for leaves of absence are to be made in writing to the Superintendent for his/her presentation and recommendation to the Board. Leaves shall be for a period of not more than one (1) year per request, and the

maximum duration of leave for an individual shall not exceed two (2) consecutive years. Faculty members granted leaves of absence shall notify the Board of intent to return to full-time assignment for the following year by March 1 during the year of the leave. Faculty members granted leaves for reasons of health may be required by the Superintendent to present a physician's certificate as evidence of ability to return to work.

## ARTICLE XI

### SENIORITY

#### 11.1 Seniority

Full-time licensed employees shall earn a full year of seniority for each year of full-time service. Part-time licensed employees shall earn seniority in proportion to the amount of time employed in a given school year. In accordance with the School Code, part-time employment does not count as time towards tenure. For example, an employee working two-fifths (2/5) of the time will get credit for four-tenths (.4) of a year of seniority.

#### 11.2 Begin Seniority Rights

Seniority shall begin on the first date which the individual reports to work and remains on a continuous basis.

#### 11.3 Sabbatical Leave

Sabbatical leave shall count as service toward seniority.

#### 11.4 Military Leave

In accordance with Federal and State law, licensed employees shall earn and receive seniority while absent from work on approved military leave.

#### 11.5 Sick Leave

Persons on sick leave with pay shall receive seniority the same as if they are working.

#### 11.6 Fractionalized Service

Credit for days worked as a fraction of a year shall be counted in determining seniority, and persons receiving one hundred fifty (150) days or more per year shall receive credit for a full year.

11.7 District-Wide Seniority

Seniority shall be on a District-wide basis in areas in which one is qualified to teach (licensed and/or State Board of Education qualifications).

11.8 Layoffs

When lay-offs are required, they shall be made in accordance with the reduction in force procedures set forth in the Illinois School Code, 105 ILCS 5/4-12(b).

11.9 Callbacks

Licensed employees honorably dismissed under a reduction in force shall have recall rights consistent with the Illinois School Code, 105 ILCS 5/24-12(b).

11.10 Qualifications

In accordance with the Illinois School Code, 105 ILCS 5/24-12(b), licensed employees honorably dismissed under a reduction in force shall have recall rights to any position for which they were qualified to teach as of May 1 of the year prior to the year the teacher was honorably dismissed under a reduction in force.

## **ARTICLE XII**

### **UNION DUES**

12.1 Union Dues

The employer shall honor employees' individually authorized dues deductions forms, and shall make such deductions from the employee's weekly payroll in the amounts certified by the union for union dues, assessments, or fees. Employees that have executed a union dues deduction form may only revoke their authorization to withhold union dues between September 1 and October 1 each year. Employees that have not executed a union dues deduction form may only submit a dues deduction authorization form between September 1 and October 1. Newly hired employees will have 30 calendar days from the first day of work to complete a dues deduction authorization form and failure to do so will preclude the employee from authorizing dues deductions until the next open enrollment period (September 1 to October 1).

12.2 Indemnify and Hold Harmless

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

**ARTICLE XIII**

**EFFECT OF AGREEMENT**

13.1 Consultation

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board and the Union agree that they will not implement same without appropriate prior consultation with its opposite party.

13.2 Management Rights

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois as construed by the courts. The Board retains the right to use non-certified teacher aides in the place of licensed teachers for study hall assignments.

13.3 Savings Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law; and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

This Agreement is subject in all respects to the laws of the State of Illinois with respect to the powers, duties and obligations of the Board, the Union and employees in the bargaining unit; and, in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.



13.4 School Code

All rules and regulations incorporated in the “School Code of Illinois” are a part of this Agreement.

13.5 No Strike

The Union agrees that there shall be no strike or withholding of services during the term the Agreement is in full force and effect.

13.6 Printing of the Agreement


The school shall pay for the printing of this Agreement, a copy to be given to each faculty member of District 201 on or before the opening date of school, if possible.

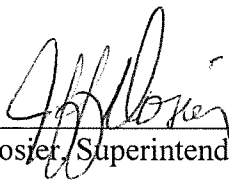
13.7 Effect of Agreement

Signed and dated this 6<sup>th</sup> day of Aug., 2019

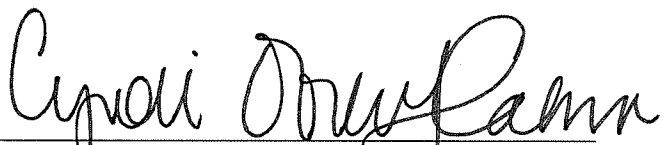
**BY: BOARD OF EDUCATION**


  
\_\_\_\_\_  
Carol Eckert, President

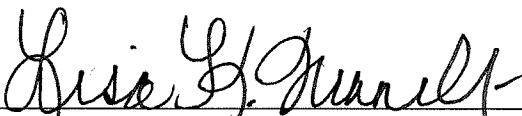
  
\_\_\_\_\_  
Kim Ellison, Secretary

  
\_\_\_\_\_  
Jeff Dosjer, Superintendent

**BY: THE UNION, AMERICAN FEDERATION OF TEACHERS, LOCAL NO. 434**

  
\_\_\_\_\_  
Cyndi Oberle-Dahm, President

  
\_\_\_\_\_  
Rich Hodson, Negotiating Committee Co-Chair

  
\_\_\_\_\_  
Lisa Quandt, Negotiating Committee Co-Chair

<b>2019-2020 SALARY SCHEDULE</b>						
Without TRS						
STEP	BA	BA+16	MA	MA+15	MA+30	MA+45
1	\$38,760	\$39,780	\$40,800	\$41,820	\$42,840	\$43,860
2	\$39,923	\$40,973	\$42,228	\$43,283	\$44,339	\$45,395
3	\$41,320	\$42,408	\$43,706	\$44,798	\$45,891	\$46,984
4	\$44,931	\$46,191	\$49,645	\$50,880	\$52,602	\$54,081
5	\$46,504	\$47,577	\$51,135	\$52,406	\$54,180	\$55,704
6	\$48,810	\$50,587	\$54,195	\$55,741	\$57,290	\$58,967
7	\$52,151	\$55,225	\$58,593	\$59,606	\$61,147	\$62,826
8	\$56,382	\$58,701	\$62,462	\$63,912	\$65,391	\$66,746
9	\$58,730	\$61,116	\$64,943	\$66,423	\$67,819	\$69,272
10	\$60,429	\$63,082	\$67,107	\$68,586	\$70,065	\$71,430
11	\$62,969	\$65,926	\$69,927	\$71,404	\$72,814	\$74,234
12	\$65,467	\$68,069	\$72,213	\$73,681	\$75,137	\$76,538
13	\$66,396	\$70,884	\$74,371	\$75,848	\$77,230	\$78,710
14	\$68,534	\$71,881	\$78,279	\$79,790	\$81,264	\$82,673
15		\$74,023	\$80,510	\$82,031	\$83,530	\$84,914
16			\$82,651	\$84,173	\$85,668	\$87,053
21	\$72,417	\$77,909	\$84,152	\$85,633	\$87,014	\$88,368

Approved Doctoral Degree            \$2,665

National Board Certification        \$1,020

<b>2020-2021 SALARY SCHEDULE</b>						
Without TRS						
STEP	BA	BA+16	MA	MA+15	MA+30	MA+45
1	\$39,632	\$40,675	\$41,718	\$42,761	\$43,804	\$44,847
2	\$40,821	\$41,895	\$43,178	\$44,257	\$45,337	\$46,416
3	\$42,250	\$43,362	\$44,689	\$45,806	\$46,923	\$48,041
4	\$45,942	\$47,230	\$50,762	\$52,024	\$53,786	\$55,298
5	\$47,550	\$48,647	\$52,285	\$53,585	\$55,399	\$56,958
6	\$49,908	\$51,725	\$55,414	\$56,995	\$58,579	\$60,294
7	\$53,324	\$56,467	\$59,911	\$60,947	\$62,523	\$64,239
8	\$57,650	\$60,022	\$63,867	\$65,350	\$66,862	\$68,248
9	\$60,051	\$62,491	\$66,405	\$67,918	\$69,345	\$70,831
10	\$61,789	\$64,501	\$68,617	\$70,129	\$71,641	\$73,037
11	\$64,385	\$67,409	\$71,500	\$73,011	\$74,452	\$75,904
12	\$66,940	\$69,600	\$73,838	\$75,339	\$76,828	\$78,260
13	\$67,890	\$72,479	\$76,045	\$77,555	\$78,968	\$80,481
14	\$70,076	\$73,499	\$80,040	\$81,585	\$83,093	\$84,533
15		\$75,689	\$82,321	\$83,877	\$85,409	\$86,825
16			\$84,510	\$86,067	\$87,595	\$89,012
21	\$74,046	\$79,662	\$86,045	\$87,560	\$88,972	\$90,356

Approved Doctoral Degree      \$2,725

National Board Certification      \$1,043

**Belleville Township High School District 201**

Appendix C

<b>2021-2022 SALARY SCHEDULE</b>						
Without TRS						
STEP	BA	BA+16	MA	MA+15	MA+30	MA+45
1	\$40,623	\$41,692	\$42,761	\$43,830	\$44,899	\$45,968
2	\$41,842	\$42,943	\$44,258	\$45,363	\$46,470	\$47,577
3	\$43,306	\$44,446	\$45,807	\$46,952	\$48,096	\$49,242
4	\$47,090	\$48,411	\$52,032	\$53,325	\$55,131	\$56,681
5	\$48,739	\$49,864	\$53,592	\$54,924	\$56,784	\$58,382
6	\$51,156	\$53,018	\$56,799	\$58,420	\$60,044	\$61,801
7	\$54,657	\$57,879	\$61,409	\$62,471	\$64,086	\$65,845
8	\$59,091	\$61,522	\$65,464	\$66,984	\$68,534	\$69,954
9	\$61,552	\$64,054	\$68,065	\$69,616	\$71,078	\$72,602
10	\$63,333	\$66,114	\$70,332	\$71,882	\$73,432	\$74,863
11	\$65,995	\$69,094	\$73,288	\$74,836	\$76,313	\$77,801
12	\$68,613	\$71,340	\$75,684	\$77,222	\$78,749	\$80,216
13	\$69,587	\$74,291	\$77,946	\$79,494	\$80,942	\$82,493
14	\$71,828	\$75,336	\$82,041	\$83,624	\$85,170	\$86,647
15		\$77,581	\$84,379	\$85,974	\$87,544	\$88,995
16			\$86,623	\$88,219	\$89,785	\$91,237
21	\$75,897	\$81,653	\$88,197	\$89,749	\$91,196	\$92,615

Approved Doctoral Degree      \$2,793

National Board Certification      \$1,069

**Belleville Township High School District 201**

Appendix D

<b>2022-2023 SALARY SCHEDULE</b>						
Without TRS						
STEP	BA	BA+16	MA	MA+15	MA+30	MA+45
1	\$41,638	\$42,734	\$43,830	\$44,926	\$46,021	\$47,117
2	\$42,888	\$44,016	\$45,364	\$46,497	\$47,632	\$48,766
3	\$44,389	\$45,557	\$46,952	\$48,125	\$49,299	\$50,474
4	\$48,268	\$49,621	\$53,332	\$54,658	\$56,509	\$58,098
5	\$49,957	\$51,110	\$54,932	\$56,297	\$58,204	\$59,841
6	\$52,435	\$54,344	\$58,219	\$59,881	\$61,545	\$63,346
7	\$56,023	\$59,326	\$62,944	\$64,032	\$65,688	\$67,492
8	\$60,569	\$63,060	\$67,100	\$68,659	\$70,247	\$71,703
9	\$63,091	\$65,655	\$69,766	\$71,356	\$72,855	\$74,417
10	\$64,917	\$67,767	\$72,090	\$73,679	\$75,268	\$76,734
11	\$67,645	\$70,822	\$75,120	\$76,707	\$78,221	\$79,746
12	\$70,328	\$73,124	\$77,576	\$79,153	\$80,717	\$82,222
13	\$71,327	\$76,148	\$79,894	\$81,481	\$82,966	\$84,556
14	\$73,623	\$77,220	\$84,092	\$85,715	\$87,299	\$88,813
15		\$79,521	\$86,489	\$88,123	\$89,733	\$91,220
16			\$88,789	\$90,425	\$92,030	\$93,518
21	\$77,795	\$83,694	\$90,402	\$91,993	\$93,476	\$94,930

Approved Doctoral Degree      \$2,863

National Board Certification      \$1,096

## APPENDIX E

### INITIAL PLACEMENT CALCULATION CHART

Column X = outside experience plus all District 201 experience, including the current year

Column Y = step on salary schedule at which employee will be placed

<u>X</u>	<u>Y</u>
1	1
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5
11	6
12	6
13	7
14	7
15	8
16	8
17	9
18	9
19	10
20	10
21+	

## APPENDIX F

### Copyright for Publication or Sale of Instructional Materials Developed by Employees

1. Instructional materials and computer programs (including written, audio, visual materials and tapes, films, and works of art) are developed “within the scope” of an employee’s employment, and are “works for hire,” when they are developed by an employee:

- a. specifically for use in District classes or programs;
- b. in whole or in part during hours of District employment (not including lunch periods or other similar free periods);
- c. under the District’s supervision or control;
- d. as a direct result of the employee’s duties with the District; or
- e. through the utilization of the District’s resources or facilities.

The definition of the terms “within the scope” and “work for hire” is in accordance with current federal law. In the event that federal law (which includes statutes, administrative rules, or regulations and the decisions of federal courts of competent jurisdiction) changes while these procedures are in effect, they shall be deemed to be modified to the extent required by the change. Works completed on the employee’s time and using the employee’s material and equipment shall be the sole property of the employee.

2. “Proceeds” means net profits derived from the sale of instructional materials after deducting the expenses of developing and marketing these materials.

3. “Computer program” means a series of coded instructions or statements in a form acceptable to a computer, which causes the computer to process data in order to achieve a certain result.

4. “Computer” means an internally programmed, general purpose digital device capable of automatically accepting and processing data and supplying the results of the operation.



## APPENDIX G

### GUIDELINES FOR USE OF EMERGENCY DAYS THAT MAY BE GRANTED AT SUPERINTENDENT'S DISCRETION UNDER 10.4.1 and 10.4.2

1. Emergency time should be used only for emergencies or personal activities, functions, and necessities that cannot take place other than on school contractual time, never for personal pleasure or profit.
2. Teachers should always maximize classroom contact time with their students and minimize time away from class.
3. From time to time teachers encounter unavoidable personal situations, which may take them out of their classrooms.
4. Gray areas exist, and the following listing—not intended to be all-inclusive—attempts to supply some guiding examples of generally acceptable and generally unacceptable uses of emergency time.

#### Some Examples of Acceptable Uses

- a. Participation in close friends' weddings which require distant travel.
- b. Court appearances.
- c. Emergency situations such as car trouble or problems with place of residence.

#### Some Examples of Unacceptable Uses

- a. Hunting, fishing, camping.
  - b. Vacation trips.
  - c. Shopping.
  - d. Attending professional sports events.
  - e. Doing work on house or car unless an emergency.
  - f. School picnics for children above sixth grade.
5. Special circumstances may alter the acceptability or unacceptability of a particular activity.

Appendix H

CO - CURRICULAR STIPEND SCHEDULE

Without TRS

<u>Step</u>	<u>Amount for Stipend Calculation</u>
1	\$44,326
2	\$46,304
3	\$49,828
4	\$52,693
5	\$55,242
6	\$57,738
7	\$60,088
8	\$61,987
9	\$64,170
10	\$66,291
11	\$73,413
12	\$77,244
13	\$79,431
14	\$81,030
21	\$82,502

**APPENDIX I**

**REQUEST FOR ACCELERATED RETIREMENT INCENTIVE PAYMENT AND  
RELEASE AND WAIVER OF LIABILITY**

This Request for Accelerated Retirement Incentive Payment and Release and Waiver of Liability (“Release”) is made and entered into on the date(s) indicated below, by and between the Board of Education of Belleville Township School District 201 (“District”), American Federation of Teachers, Local #434 of the American Federation of Teachers (“Union”), and [Employee Name] (“[Employee Last Name]”)(collectively “Parties”).

**WITNESSETH**

**WHEREAS**, the District and Union entered into a collective bargaining agreement (“CBA”) for the term [Term]; and

**WHEREAS**, Article VIII, Section 8.14 of the CBA offers certain retirement incentives to retiring teachers; and

**WHEREAS**, the Union and District have agreed to allow for accelerated payments of retirement incentives upon request of qualifying employees;

**WHEREAS**, [Employee] desires to enter into an accelerated retirement payment.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below, the sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. This Release incorporates the above recitals.
2. The Parties agree that retirement incentive benefits payable pursuant to Article VIII, Section 8.14 are due and owing to [Employee] in June of each year [Employee] is enrolled in the retirement program.
3. [Employee] hereby voluntarily requests that retirement incentive benefits owed pursuant to Article VIII, Section 8.14 be accelerated and due to [Employee] in his/her regular checks in 24 pay periods over a twelve month period for each year [Employee] is in the retirement program.

4. In consideration for granting [Employee]'s request for accelerated payments and a post-retirement payment in the amount of \$100 that is payable after [Employee] last day of work and receipt of his/her last payroll check, whichever occurs last, [Employee] voluntarily agrees to the following:
  1.
    - a. Employee understands, and acknowledges that he/she will not apply for or seek and he/she has no intention of applying for or seeking to perform additional work for compensation during the period of time he/she is receiving the accelerated incentive payments.
    - b. [Employee] confirms that he/she is not currently eligible to move a lane on the salary schedule for completing college course work and voluntarily agrees that he/she will not complete or submit additional college course credit hours for lane movement on the salary schedule during the period of his/her retirement period.
5. **Release of ADEA Claims.** This release includes a release of all claims under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Worker Benefits Protection Act ("OWBPA"). In accordance with the OWBPA, [Employee] acknowledges that he or she has been advised in writing that by signing this Release (i) [Employee] knowingly and voluntarily waives any and all rights and claims arising under the ADEA other than any rights or claims that may arise after this Release is signed; (ii) [Employee] is advised to consult with an attorney before executing this Release; and (iii) as consideration for executing this Release, [Employee] has received or will receive money or other consideration to which [Employee] is not otherwise entitled. [Employee] further understands that he or she has up to twenty-four (24) days to consider and accept this Release. If accepted, [Employee] has seven (7) days following execution of this Release to revoke this Release, and in the event of such revocation this Release in its entirety will become null and void and will be of no effect. However, if this Release is accepted and not revoked, it will become effective and enforceable on the eighth day after [Employee] signs and delivers this Release to Superintendent, Belleville Township High School District 201, 920 N Illinois Street, Belleville, IL 62220 either by mail or in person. Nothing in this Release prevents or precludes [Employee] from challenging, or seeking a determination in good faith of, the validity of this waiver under the ADEA or the Older Workers' Benefit Protection Act (nor does it impose any condition precedent, penalties or cost for doing so, unless specifically authorized by federal law), or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission.

**[EMPLOYEE] ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY AND HAS BEEN GIVEN A REASONABLE TIME TO CONSIDER THE AGREEMENT BEFORE SIGNING.**

**THIS IS A RELEASE AND WAIVER. IT IS A LEGAL DOCUMENT THAT RELEASES IMPORTANT RIGHTS. PLEASE READ CAREFULLY AND CONSULT AN ATTORNEY BEFORE SIGNING.**

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Employee]

\_\_\_\_\_  
Date

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union

\_\_\_\_\_  
Date